

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. BONNIE J. ALTMAN,)	
)	
Plaintiff,)	
)	
v.)	Case No. CIV-15-528-HE
)	
1. STANDARD GUARANTY INSURANCE)	
COMPANY, A Foreign For Profit)	
Insurance Corporation,)	
)	
Defendant.)	

COMPLAINT

A. Parties

1. Plaintiff, Bonnie J. Altman, is a citizen of the State of Ohio. At all times relevant hereto, Plaintiff, Bonnie J. Altman, owned a home located at 29 S. Glasgow Road in Ponca City, Oklahoma.
2. Defendant, Standard Guaranty Insurance Company, is a foreign for profit insurance corporation incorporated and organized under the laws of the State of Delaware.
3. The principal place of business for Defendant, Standard Guaranty Insurance Company, is Atlanta, Georgia.
4. The Defendant, Standard Guaranty Insurance Company, is licensed to conduct business in the state of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this Court.

B. Jurisdiction

6. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto, the Plaintiff, Bonnie J. Altman, owned a home located at 29 S. Glasgow Road, in Ponca City, Oklahoma.

8. On or about November 7, 2013, Plaintiff's home was damaged as a result of a fire.

9. At all times material hereto, the Plaintiff, Bonnie J. Altman, was insured under the terms and conditions of an insurance policy, policy number MLR615646900, issued by the Defendant, Standard Guaranty Insurance Company.

10. At all times material hereto, Plaintiff, Bonnie J. Altman, complied with the terms and conditions of her insurance policy.

11. Fire is a covered peril not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant.

D. Count I Breach of Contract

12. Plaintiff, Bonnie J. Altman, hereby asserts, alleges and incorporates paragraphs 1-11 herein.

13. The property insurance policy No. MLR615646900, issued by Defendant, Standard Guaranty Insurance Company, was in effect on November 7, 2013.

14. The acts and omissions of Defendant, Standard Guaranty Insurance Company, in its investigation, evaluation and payment of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual and extra-contractual damages are hereby sought. Defendant breached its contract with Plaintiff by failing to pay for covered damages to Plaintiff's home. Defendant conducted an unreasonable investigation of Plaintiff's claim and unreasonably omitted covered damages from its scope of repair. Defendant breached its contract with Plaintiff and acted in bad faith by failing to properly investigate, evaluate and pay Plaintiff's claim. Defendant unreasonably refused to issue payment for covered damages and attempted to attribute these structural damages to a previous loss event without any reasonable basis and without conducting a thorough investigation. Defendant further breached its contract with Plaintiff by refusing to respond to phone calls, correspondence and Plaintiff's sworn statement in proof of loss.

E. Count II Bad Faith

15. Plaintiff, Bonnie J. Altman, hereby asserts, alleges and incorporates paragraphs 1-14 herein.

16. The acts and omissions of the Defendant, Standard Guaranty Insurance

Company, in the investigation, evaluation and payment of Plaintiff's claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

17. The acts and omissions of Defendant, Standard Guaranty Insurance Company, in its investigation, evaluation and payment of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual and extra-contractual damages are hereby sought. Defendant breached its contract with Plaintiff and acted in bad faith by failing to properly investigate, evaluate and pay Plaintiff's claim. Defendant unreasonably refused to issue payment for covered damages and attempted to attribute these structural damages to a previous loss event without any reasonable basis and without conducting a thorough investigation. Defendant further breached its contract with Plaintiff by refusing to respond to phone calls, correspondence and Plaintiff's sworn statement in proof of loss.

18. The Defendant further acted unreasonably and in bad faith by forcing Plaintiff to file a lawsuit to recover policy benefits that are due and owing pursuant to the terms and conditions of Plaintiff's insurance policy.

F. Count III Punitive Damages

19. Plaintiff, Bonnie J. Altman, hereby asserts, alleges and incorporates paragraphs 1-18 herein.

20. The unreasonable conduct of the Defendant, Standard Guaranty Insurance

Company, in the handling of Plaintiff's claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiff for which punitive damages are hereby sought.

G. Demand for Jury Trial

21. The Plaintiff, Bonnie J. Altman, hereby requests that the matters set forth herein be determined by a jury of her peers.

H. Prayer

22. Having properly plead, Plaintiff, Bonnie J. Altman, hereby seeks contractual, bad faith and punitive damages against the Defendant, Standard Guaranty Insurance Company, all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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